

# Agenda Item Form

Agenda Date: 07/07/04

Districts Affected: Citywide

Dept. Head/Contact Information: Information Technology, Tony Montoya, (915) 541-4288

## Type of Agenda Item:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Resolution  | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                          | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                    | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                        | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                               | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contracts</u> |   |  |

## Funding Source:

- ☒ General Fund  
☐ Grant (duration of funds: \_\_\_\_\_ Months)  
☐ Other Source: \_\_\_\_\_

## Legal:

- ☐ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority:    ☐ High      ☒ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

Individuals' contracts are being renewed for positions of Senior Telecommunications Specialist and Telecommunications Specialists. They are currently assigned to the Public Safety Technology office and work on all voice communication systems (radio, telephones, and microwave). Contract employees, contracts must be approved by City Council before she can assume her duties.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Compensation for these Individuals will be as follows:

<u>Armando Almanza:</u>	<u>\$1216.87</u>	<u>Telescom Specialist I</u>
<u>Marcos Guerrero:</u>	<u>\$1576.66</u>	<u>Senior Telecom Specialist</u>
<u>Emilio Natividad:</u>	<u>\$1522.17</u>	<u>Senior Telecom Specialist</u>
<u>Camerino Gonzalez</u>	<u>\$1487.09</u>	<u>Senior Telecom Specialist</u>
<u>Adrianna Serrano-Laredo</u>	<u>\$1602.43</u>	<u>Senior Telecom Specialist</u>
<u>Tommy Yanez</u>	<u>\$1482.55</u>	<u>Senior Telecom Specialist</u>

## Statutory or Citizen Concerns:

None

## Departmental Concerns:

Department needs to have these resources in place due in order to provide continued communications support for all City of El Paso public safety entities.

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INTELLIGENCE DIVISION

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **TOMMY YANEZ**, to assist the Information Technology Department as a Senior Telecommunications Specialist at a biweekly rate of \$1,482.55 for 40 hours per week. The term of the contract shall be for the period of July 7, 2004 through July 6, 2006.

**APPROVED** this 7th day of July, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO    )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **TOMMY YANEZ**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Information Technology Department, desires to employ the Employee as a Senior Telecommunications Specialist; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.     Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Information Technology Department, in El Paso, Texas.

2.     TIME OF PERFORMANCE.     The services of Employee are to commence on or about July 7, 2004 and be completed by July 6, 2006.

3.     COMPENSATION AND METHOD OF PAYMENT.     Employee shall be paid at a biweekly rate of One Thousand Four Hundred Eighty-Two and 55/100 Dollars (\$1,482.55). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A.     The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Information Technology Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee  
at the following addresses:

CITY: City of El Paso  
Information Technology Department  
Attn: Director  
#2 Civic Center Plaza  
El Paso, Texas 79901

EMPLOYEE: Tommy Yanez

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 7th day of July, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Tommy Yanez  
SSN:

APPROVED AS TO FORM:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Tony Montoya, Director  
Information Technology Department

**ATTACHMENT A**  
**SCOPE OF DUTIES STATEMENT**

**SENIOR TELECOMMUNICATIONS SPECIALIST**

**EL PASO CONTRACT POSITION)**

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***Summary***

Under direction, perform difficult and unusual installation, maintenance and configuration of two-way radio, telephone switching and microwave systems for voice and data communication, including automatic vehicle location (AVL), global positioning and voice-over Internet Protocol (IP) enabled telephone switching systems; and act as coordinator of complex projects as required.

***Typical Duties***

Perform diagnostic, remedial and preventive maintenance and installation of telecommunications equipment and systems. Involves: Inspect, maintain, troubleshoot, and repair mobile and base station radio communications equipment and accessories, point-to-point digital microwave terminals and repeaters including transmission lines and antennas and emergency backup power systems at City-owned radio sites.

Perform any other high and low voltage voice and data communication systems installation, maintenance and configuration, and recommend and arrange changes in service and system components as necessary. Involves: Program telephone switches and key equipment. Install, program, dispense and troubleshoot telephone and voice and data radio communication units.

Perform project implementation and management when assigned. Involves: Direct designated project subordinates as required for installation of network facilities for Private Branch Exchange (PBX) integration for voice and data applications, and of voice and mobile data terminals (MDT) radios, and AVL systems by assigning, instructing in and checking work as well as providing technical guidance to team members and end users to overcome difficulties encountered. Participate in planning, which includes preparing milestone schedules and timeline reports. Assist with training and development activities and enforcement of personnel rules and regulations, standards of conduct and work attendance, and safe working practices. Provide input to supervisors on performance of individuals while assigned to projects.

Perform miscellaneous related duties as required. Includes: Prepare Federal Communications Commission logs of system performance. Document system repairs and keep records of items returned for depot repair. Work closely with vendors to resolve network communications, voice and related problems.

***Minimum Qualifications:***

Training and Experience: Equivalent to a combination of graduation from high school or General Educational Development (GED) supplemented by two (2) years of trade or vocational school electronics coursework, plus four (4) years of experience installing, maintaining or configuring telecommunications systems, at least two (2) years of which included regularly working on radio, telephone and data communications hardware and software.

Licenses and Certificates: Valid Texas Class "C" Driver's License or equivalent issued by another state, and Basic Radio Installation Certification required at time of appointment. Must obtain Mobile Electronic Professional Certification and complete one (1) department approved manufacturer's or vendor's certified training program in installed hardware or software (for example, data applications, telephone or security systems integration, or cabling) within one (1) year following appointment. Must obtain Master Radio Installation Certification within eighteen (18) months following appointment.

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary.

Tom Yanez

██████████ Circle

██████████ 79915

██████████ (915) 799-1234 yanez@elpanet.net

**Career Objective:** Work for an organization that involves its' employees with the challenges it faces.

**Education:** University of Phoenix  
Country Club Road, P.O. Box 899  
Santa Teresa, New Mexico 88008  
**Information Technology** – 105 credit hours – BS projected for Oct. 2004

El Paso Community College  
919 Hunter Drive  
El Paso, Texas 79915  
**Computer Information Systems** - 71 credit hours – 1985  
**Programmable Logic Controllers & Relay Systems** - Certificate – Dec. 1996 (100 hrs.)

El Paso Trade School/Western Technical Institute  
4710 Alabama Street  
El Paso, Texas 79926  
**Microcomputer Technology** - Certificate – Mar. 1984 (600 hrs.)  
**Industrial and Digital Electronics Technology** - Certificate – Mar. 1982 (900 hrs.)

**Other:** **General Radio Operator License** – FCC, Commercial Radio License - Sep. 2000  
**MSF 5000 Base Station** – Motorola, Technical Education Center – Jun. 2001 (36 hrs.)  
**CAT6 & Fiber** – Panduit, Certificate of Completion – March 2004 (8 hrs.)  
**Association of Public Safety Communications Officials** – Member Since Sep. 2000

**Employment History:**

Organization: City of El Paso – Public Safety Technology Division  
8600 Montana Avenue, Suite C  
El Paso, Texas 79925  
**Senior Telecommunication Specialist** - September 18, 2000 to present  
Duties consist of but not limited to: programming, analyzing, troubleshooting, repairing, technical projects and maintain databases for: AVL (GPS), 2-way radio, mobile computer and associated equipment for Public Works and Public Safety Departments. Assist and coordinate with other co-workers, departments and vendors with procedural and technical issues. Maintain: radio system licenses, work tickets, generate end-of-month reports. Assist with phone switch systems, installs and departmental budgets. Attend meetings with vendors, maintenance service providers and Public Safety/Public Works Department representatives.

Organization: Boeing North American Autonautics & Missile Division  
9566 Railroad Drive  
El Paso, Texas 79924  
**Q. A. Manager** - May 3, 1999 to Sep. 15, 2000  
Supervised, trained, assisted and directed inspectors and test technicians with technical and procedural issues to insure that the customer received a reliable and quality product. Maintained logs, generated, assisted with budget, presented weekly and monthly reports.

Organization: Kelly Temporary Service  
102 Lockheed  
El Paso, Texas 79925  
**Electronic Technician** – Feb. 23, 1999 to Apr. 23, 1999  
Programmed, analyzed, troubleshot and repaired computer control modules.  
Consulted company on key points for acquiring QS9000 certification.



Organization: Elcom Inc. (Yazaki Subsidiary)  
20 Butterfield Trail  
El Paso, Texas 79906  
Sep. 26, 1988 to Oct. 23, 1998

**Production Control Section Manager** - \*Aug. 1, 1996 to Oct. 23, 1998

Coordinated, monitored and reported on: Planning, Scheduling, Sales, Purchasing, Receiving, Shipping and Warehouse groups. Developed: Sales, Production, Materials, Inventory, Budget, Forecast and Cost Reduction plans for stranded wire, bunched wire, insulated wire and cable to include: corrugated and convoluted PVC and nylon tubes. Held and attended meetings with appropriate departmental staff, vendors and customers. Frequently applied continuous improvement methodologies. Presented action plans to upper-management.

\*Note: Managed Extrusion and Production Control Sections during Aug. 1996 to Sep. 1997.

**Extrusion Section Manager** – Sep. 27, 1990 to Sep. 30, 1997

Responsibilities included but were not limited to: managing, coordinating and assisting with the maintenance and repair of the high speed semi-automated production lines and associated equipment such as: closed loop chilled water system, steam, air compressors, electrical, electronic, and network system. Applied continuous improvement methods to correct any procedural, material, equipment or personnel problems. Maintained quality, cost and delivery of product at world class benchmark levels. Reported monthly OEE (Overall Equipment Efficiency) which included quality, production, and delivery ratios also performed presentations on action items to upper-management.

**Extrusion Supervisor** – Sep. 26, 1988 to Sep. 26, 1990

Set-up, tested and maintained machinery and support equipment. Interpreted complex technical material. Developed and maintained departmental policies, procedures and work instructions. Trained, supervised and established staff goals.

Organization: Manpower Temporary Services  
5801 Trowbridge Avenue  
El Paso, Texas 79906

**Electronic Technician** - March 1988 to September 1988

Analyzed, troubleshot and repaired a variety of highly sophisticated, Patriot Missile Defense, switching power supplies.

Organization: GTE / Siemens Telecommunication Systems.  
10707 Gateway West  
El Paso, Texas 79935

**Electronic Technician II / Lead Tech** - May 8, 1980 to Oct. 2, 1987

Analyzed troubleshot and repaired various analog and digital telephone system P.C. boards and modules such as: channel, repeater, alarm, power supply, multiplex, microprocessor, ... units down to component level. As Lead Tech my responsibilities consisted of assisting work associates with technical and procedural issues and direct workflow.

Organization: U.S. Army  
Ft. Kobbe  
Canal Zone, Panama

**Airborne Infantry & Anti-Tank Team leader** - January 12, 1977 to January 11, 1980

Held the position of and performed combat maneuvers as: radioman, driver, assistant gunner, gunner and team leader. Occasionally served as a translator (Spanish).

**Other:** Experienced with: J-Standards, MIL Standards, NHB standards, QS / ISO 9000 procedures, Microsoft Word, Lotus, Excel, Power Point, VISIO, Windows 2000, FCC Regulations, Communications Systems, ... Familiar with JIT, TEI, Kaizen, QCC, Suggestion System,

Visual Work Place, 5S's, Kan Ban, PDCA, Lean Manufacturing, TPM, Time Management, MBO, Benchmarking and Cross-Functional Team practices. Participated in 2 start-up-manufacturing operations.